Form 10-114 Rev. 1/2004

UNITED STATES DEPARTMENT OF THE INTERIOR

National Park Service Lake Mead National Recreation Area Commercial Use Authorization

1. Permit Holder			Alpha Code:	8360
Name		Park CU	JA Number:	CUA-LAKE-5300-13-030
			Type of Use:	Commercial Services
Organization			-Q	Marine Fuel Services
	0-			
Address Date Authorization Approved:				
	/-{/ 40			
//			Reviewed:	04/17/2013
Telephone Number Fax	Number		Expires:	05/19/2014
Telephone Number Fax	a Ivuilibei	NΔ	Expires.	03/13/2014
2. The holder is hereby authorized to use the following described land or facilities in the above named area:				
The area must be restored to its original condition at the end of the authorization.				
3. The authorization begins at	12:00 am	(am/pm) on 05/	20/2013 (M	onth/Day/Year).
3. The authorization begins at	12.00 am	(am/pm) on <u>03/</u>	20/2013 (IVI	onth/Day/Tear).
4. The authorization expires at 11:59 pm (am/pm) on 05/19/2014 (Month/Day/Year).				
5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)				
Out- of- Park: The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.				
X In-Park: The commercial service described above must originate and be provided solely within the				
boundaries of the park area.				
6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16 USC 5966)				
7. NEPA Compliance: CATEGORIC EXCLUDED	ALLY	X EA/FONS	EIS	OTHER APPROVED PLANS
8. APPLICATION FEE:	Required X	Not Required	Amount \$10	0.00
9. LIABILITY INSURANCE:	Required X	Not Required	Amount Mir	nimum \$1,000,000
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10. COST RECOVERY:	Received X	Not Required	Amount \$88	0.00 + \$10.00 each badge
11. FACILITY USE FEE:	Required	Not Required X	Amount \$0.0	00

ISSUANCE of this authorization is subject to the conditions. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

Authorization: Signature Signature Title Date Authorizing NPS Official: Signature Title Date Authorizing NPS Official: (additional if required) Signature Title Date

CONDITIONS OF THIS AUTHORIZATION

- 1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
- 2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
- 3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (Holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- 4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of not less than \$1,000,000 and underwritten by a United States company naming the United States of America (National Park Service, park name and address) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
- 5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.

- 6. Benefit Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
- 7. During the performance of this permit, the Permittee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
- 8. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
- 9. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
- 10. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
- 11. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.
- 12. The holder is to provide the park area superintendent upon request (and. in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
- 13. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

APPENDIX SPECIAL PARK CONDITIONS

Department

See Appendix A – Marine Fuel Services; Appendix B - Marine Fuel Assigned NPS Property; Appendix C-Marine Fuel Authorized Property to be used on the Fuel Dock

Lake Mead National Recreation Area Commercial Use Authorization Appendix A

Marine Fuel Services

- 1. This in-park, limited Commercial Use Authorization service is being conducted under a year-long trial period to assess the feasibility of this business opportunity while continuing this appropriate service. If this service exceeds the annual \$25,000 in park limit, the park will consider authorizing this service under a concession contract.
- 2. The Permittee will operate and maintain the fuel dock in accordance with all Applicable Laws.
- 3. The Permittee will maintain in a serviceable condition and repair all fuel dispensing equipment, as necessary, consistent with all Applicable Laws.
- 4. To provide enhanced environmental protection, breakaway devices will be provided for the marina fuel dock dispensers.
- 5. The Permittee will not replace or construct anything on this dock. Any replacement of items must be done by the NPS.
- 6. At a minimum, fuel dock staff will receive annual training on spill response procedures and the appropriate use of all equipment on the fuel dock.
- 7. All equipment listed as necessary in the Spill Prevention, Control and Countermeasure Plan plan will be on-site and maintained in good working order.

Emergency Response and Spill Containment Equipment. Spill response equipment (personal protective clothing, absorbent booms, pads, socks) will be provided at the fuel dock, and will be in good condition, in accordance with NFPA and other applicable regulations. This equipment will be specified in the permittee's SPCC and Emergency Response Plans and will be adequate to respond to incidental and non-incidental fuel and oil spills at the fuel dock for the purpose of stopping the spill. It is recommended that the quantity of absorbent material equal a ratio of approximately three feet of boom to every foot of the largest boat within the fuel dock area. Since the Lake Mead National Recreation Area boat size limit is 75 feet, the containment boom must be 225 feet to accommodate the largest possible boat. Dispersants will not be permitted to clean up spilled fuel or oil.

- 8. User-accessible automatic shut-off devices are prohibited on marina fuel dispenser nozzles.
- 9. The Permittee is responsible for the maintenance of protection barriers, and leak and detection monitoring devices to protect the dispensing equipment.
- 10. The Permittee will ensure the pumps are calibrated by approved weights and measures inspectors annually (please note the State of Nevada does at least annual inspections). The calibration will be conducted by a State or Local Dealer (approved in writing prior to the inspection, by the Superintendent). Each pump will have a current seal indicating they are within the prescribed tolerance. The initial inspection will occur within 60 days of the effective date of this permit.
- 11. Fire extinguishing equipment and appurtenances will be maintained in full compliance with NFPA code requirements and Applicable laws.
- 12. All dispensing systems, including nozzles and hoses, will be inspected each week to insure they are in proper working order to minimize gasoline vapor losses. All repairs will be made immediately.

- 13. Spill Reporting. The Permittee will report spills as required by Applicable Laws.
- 14. Permittee is required to submit a Spill Prevention Control and Countermeasures Plan to the NPS for review and approval. If the permit term is for the allowable maximum of two years, an updated plan will be submitted following the end of year one from the effective date of the permit. Permittee is responsible for the successful implementation of the plan.
- 15. Permittee is required to have a readily accessible fuel spill kit that is able to contain the maximum potential spill of any boat being operated or of the fuel dock. Any spills are to be reported immediately to the NPS emergency dispatch center at 702.293.8932 or 800.680.5851. Any spills will also be reported within 24 hours to the Commercial Use Authorization office.
- 16. The permittee will submit its plan to obtain fuel that meets standards and regulatory compliance requirements.
- 17. This authorization is for marine fuel services only. Towing of any non-salvaged vessel is not an authorized service as part of this permit and is prohibited.
- 18. Permittee must submit monthly gross income amounts to the National Park Service, Lake Mead National Recreation Area Commercial Use Authorization Management Office to ensure the \$25,000 in park CUA income limit is tracked. These financial submissions are due on the Wednesday following the month being reported.
- 19. Permittee is required to have emergency signaling equipment on the fuel dock at all times during operations. First aid equipment and a satellite phone, cellular phone, marine band radio or other means of emergency communication shall be readily accessible at all times.
- 20. Permittee will keep a detailed log of monthly fuel sales. This log will be provided to the NPS upon request.
- 21. NPS cannot guarantee that the visitor requesting service will be at the reported location and cannot be held responsible for costs associated with the requested service.
- 22. Boats and rafts transported to Lake Mead NRA are subject to inspections, including but not limited to measurement of the vessel, inspections which ensure that blackwater cannot be discharged into the waters of either Lake Mead or Lake Mohave, and inspections intended to mitigate the introduction of alien species of plants and animals into the waters of Lake Mead NRA. Vessels and transport vehicles arriving at Lake Mead NRA from states with known infestations of alien species, such as zebra mussels, will be required to follow certain cleaning/decontamination procedures prior to launching. Telephone 702.373.4406 or 702.293.8901 to schedule an inspection.
- 23. To prevent the spread of alien species of plants and animals, most notably the invasive quagga mussel, from Lake Mead Nation Recreation Area (Lake Mead NRA) to other water bodies, all boats must be cleaned and dried before transporting the boat from Lake Mead NRA to another body of water.
- 24. All equipment used will be free of soil and vegetation/seeds to the greatest extent possible to mitigate the transfer and spread of exotic plans within Lake Mead NRA.
- 25. Permittee is responsible for incorporating Best Management Practices into the operations. Permittee will follow the standards contained within Best Management Practices for Marinas and Watercraft (the document made part of this permit).
- 26. Sanitation and removal of refuse will be in accordance with regulations set forth in Title 36, Code of Federal Regulations.
- 27. The permittee will have all applicable licenses and permits for performance of work in accordance with the conditions of this permit, including all personnel working underwater will possess nationally recognized certification for such operations. Copies of certification cards will be provided to Concession Management.

- 28. Permittee is required to do what is necessary to maintain this fuel dock, which could be inclusive of underwater maintenance and repairs and could require adjustments due to fluctuating lake levels. If these activites include diving, the permittee will either have the training, certifications and capability to conduct dives on the fuel dock for inspections and maintenance or the permittee may hire another business that has a CUA or other written authorization from the Superintendent to conduct this service.
- 29. Personnel working underwater will ensure operations are conducted in accordance with industry-standard procedures. When dive operations are in progress, a minimum of two divers using the "Buddy System" are required. A safety boat is recommended during "lakeshore" dives and is mandatory on open-water dives or diving in current. The boat will display the standard "diver down" flag that is visible 360 degrees around the vessel.
- 30. Utmost care must be exercised to avoid damage to any natural or historic features, or to any structures or boats not involved with the salvage operation. Pollution of the land, air or water is prohibited. The Permittee will implement industry Best Management Practices and adhere to all standards contained within Best Management Practices for Marinas and Watercraft (the document is made part of this permit).
- 31. The use of a metal detector, magnetometer, side scan sonar, or other metal detecting devices, or subbottom profilers is strictly prohibited and will result in immediate revocation of this permit.
- 32. Permittee is not authorized to conduct filming activities. A Special Use Permit is required for this activity. Special Use Permits may be obtained by contacting the Chief Ranger's Office at 702.293.8908.
- 33. The installation of locating systems used for depth or submerged objects is limited to those used for navigational purposes. The use and/or installation of a mineral or metal detector, magnetometer, side scan sonar, other metal detecting devices, or subbottom profilers is strictly prohibited and will result in permit revocation.
- 34. If the authorized services should involve the use of a concessioner's facility, prior written authorization of the respective concessioner(s) is required. The Permittee is required to check-in and check-out at the concessioner's office. This could include use of an administrative space in the concessioner's administrative building.

Department of the Interior

Lake Mead National Recreation Area Commercial Use Authorization Appendix B

Marine Fuel Assigned NPS Property

- 1. Fuel lines
- 2. Headwalk and Fuel Dock
- 3. One Fuel Pump
- 4. Security lighting night sky appropriate
- 5. Emergency shut off

There are three government slips that are attached to the dock that the permittee will not be responsible to maintain.

The Echo Bay Fuel Dock document indicating the fuel dock configuration and placement is attached, as Exhibit 5.



Lake Mead National Recreation Area Commercial Use Authorization Appendix C

Marine Fuel Authorized Property to be used on the Fuel Dock

- 1. Fuel Spill Kit
- 2. Fuel shed on the marina to conduct fuel dock business
- 3. Fuel Supply will be obtained through a portable fuel tank procured by the permittee. unless an agreement can be made by the permittee to obtain fuel from the Concessioner authorized to provide land-based fuel in the adjacent area.
- 4. Electricity will be obtained directly from the electrical company.
- 5. Phone service will be obtained directly from the phone company.

